

LUSD-LTA
Memorandum of Understanding
COVID-19 Emergency Crises

This Memorandum of Understanding (“Agreement”) is made by and between the Lynwood Unified School District (“District”) and the Lynwood Teachers Association (“LTA”). Where appropriate, the District and LTA will collectively be referred to as the “parties.” The purpose of this Memorandum of Understanding is to address bargaining unit member working conditions and district operations during the COVID-19 emergency response and school closures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable considerations, the Parties agree as follows:

TERMS

1. The District has determined that due to the COVID-19 emergency, schools will be closed beginning March 16th. The anticipated date to reopen schools and resume normal district operations is March 31st, however, the parties understand this date may change as the COVID-19 emergency response continues to evolve. Bargaining unit members will be notified by email and phone of any decisions to extend school closures.
2. Prior to the emergency school closure, principals and/or supervisors, in consultation with department chairs, grade level chairs, and other bargaining unit members, met to determine how best to provide instruction, assignments, and support for students during the closure. In the case of distance learning, the District acknowledges that distance learning is not a substitute for face-to-face instruction but rather a mechanism to continue to provide instruction given the current COVID-19 emergency response.
3. During the emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits.
4. Bargaining unit members shall not be directed or required to report to the district while the schools are closed to students.
5. Any requests for bargaining unit members to report to the district during the entirety of the school closure shall be voluntary and offered in rotating order of seniority based on position title, as specified in Article 1.1 of the current collective bargaining agreement. Such work shall be in addition to their normal compensation and paid at the hourly rate of pay in accordance with 8.11 of the collective bargaining agreement.
6. In the event a bargaining unit member reports to the district, face-to-face meetings shall follow all state, county, and city public health requirements, recommendations and social distancing norms, including maintaining six feet apart between individuals. The District also agrees to provide hand sanitizing supplies to all bargaining unit members who meet face-to-face during the COVID-19 response. The District will also make every reasonable effort to ensure every work area is cleaned and sanitized on a regular basis during the coronavirus outbreak.

7. During the emergency school closure, incomplete evaluations of bargaining unit members currently subject to evaluation shall be postponed. If upon return from the emergency school closure, the evaluation can reasonably be completed by May 5, 2020, in accordance with 13.3.7 of the collective bargaining agreement, then such evaluation shall continue at that time. Otherwise, the parties agree to postpone incomplete evaluations to the 2020-2021 academic year.
8. During the emergency school closure, bargaining unit members shall be eligible for quarantine leave. In the event a bargaining unit member is directed by city, state, federal, or a government agency to be quarantined, such bargaining unit member shall continue to receive their full salaries and benefits without any deduction from the bargaining unit member's accumulated sick leave.
9. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and LTA.
10. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
11. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
12. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties. The parties understand this situation is fluid and that LTA reserves the right to negotiate any additional impacts of the COVID-19 emergency response to the 2019-20 academic year.
13. Execution: The Agreement may be executed in several counterparts, and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.

For the Lynwood Unified School District:



Brian Lucas
Assistant Superintendent, Human Resources

March 17, 2020

Date

For Lynwood Teacher Association:



Debbie Diaz
President

March 17, 2020

Date